

Work Plan

**EPA Conflict Prevention and Resolution
Services Contract**

Contract # EP-W-09-011

Work Plan for Task Order ## 003

**Meeting Design and Facilitation for the GE-Pittsfield/Housatonic River
Site**

**Submitted: ~~March 5, 2009~~
September 19th, 2011**

Prepared for:

**U.S. Environmental Protection Agency
Conflict Prevention & Resolution Center
Washington, DC 20460**

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I. BACKGROUND

The comprehensive remediation and restoration of the GE-Pittsfield/Housatonic River Site is being performed pursuant to a court-ordered Consent Decree. The parties to the Decree include EPA, the U.S. Department of Justice, the Commonwealth of Massachusetts' Attorney General's Office, Executive Office of Environmental Affairs, and Department of Environmental Protection, the State of Connecticut's Attorney General's Office and Department of Environmental Protection, the U.S. Department of Interior, the National Oceanic and Atmospheric Administration, the City of Pittsfield ("City"), the Pittsfield Economic Development Authority ("PEDA"), and the General Electric Company. The Decree was approved by the U.S. District Court on October 27, 2000.

The Consent Decree provides for cleanup of the Housatonic River, the former General Electric facility, several former oxbows of the river, contaminated floodplain properties along the river, contaminated groundwater, Allendale School, Silver Lake and Unkamet Brook. The Decree also provides for recovery by the governments from GE of costs incurred in implementing the Decree cleanups, and provides for activities and funding by GE to address damage to natural resources.

In addition, a Definitive Economic Development Agreement among GE, the City, and PEDA became effective as of the entry of the Decree, and provides for economic redevelopment of the GE facility. Moreover, to facilitate successful redevelopment, on April 30, 2002, EPA entered into a Prospective Purchaser agreement with the City and PEDA to eliminate potential legal hurdles to PEDA's redevelopment.

More information on the Consent Decree and the GE-Housatonic River Site can be found on EPA's web page at: <http://www.epa.gov/region01/ge/>

A Citizens Coordinating Council (CCC) was established in 1998 during the time the government agencies were negotiating with General Electric. The purpose of the CCC was to obtain input from a wide variety of stakeholders affected by the site/potential settlement agreement. The continuation of the CCC meeting was formalized in Paragraphs 213 and 214 of the Consent Decree. The purpose of the CCC as outlined in the Consent Decree is for the government agencies and General Electric to share and exchange information on the implementation of the Consent-Decree related activities with the CCC members. The CCC was not set up to reach consensus on issues or to resolve concerns of the CCC's members. The CCC now meets formally approximately four times a year and informally an additional 4-8 times per year. In addition, there is often a site tour once per year and two meeting per year for a Connecticut CCC subcommittee.

The CCC membership consists of representatives from environmental groups (Housatonic River Initiative, Housatonic Environmental Action League, Berkshire Environmental Action Team, Housatonic River Restoration, Inc., Housatonic River Commissioners, and Citizens for PCB Removal, Housatonic Valley Association), federal, state, and local governments, Native American tribes, elected officials, members of the business community, and General Electric.

It is currently envisioned that site work will be ongoing for at least five more years and the CCC will continue to meet during this time frame. The goal of the CCC is to continue to provide a forum to exchange information with, and to obtain input from, stakeholders affected by the Consent Decree. Reaching consensus on issues is not a goal of the CCC.

In May, 2005, EPA retained the services of a facilitator, through the previous conflict prevention and resolution contract, to support the activities of the CCC. The facilitator held a series of formal and informal meetings of the CCC and its subcommittees which greatly assisted in

community involvement and understanding of those affected by the Consent Decree. This SOW is for the continuation of facilitation services in support of the CCC.

This Work Plan describes SRA's approach for performing the tasks described in the *revised* Statement of Work **September 9, 2011**. *All modifications to the Work Plan are indicated by bold, italic text; deletions are denoted by the use of strikethrough text.*

In August of 2011, EPA determined that it would be beneficial to conduct facilitated meetings between EPA, the Commonwealth of Massachusetts, the State of Connecticut, and potentially the federal Natural Resource Trustees. The topic of the meetings will be technical discussions on the Rest of River component of the GE-Pittsfield/Housatonic River Site.

This task order is being modified to provide for facilitation of meetings between state and federal entities involved in the Rest of the River component of the GE-Pittsfield/Housatonic River Site cleanup. Overall tasks for the task order remain the same.

This Work Plan includes a description of the subtasks and a list of transmittals and deliverables and their due dates. A budget for this task order is attached. The Work Plan is organized as follows:

Section 1.0 - Background and Scope of Work
Section 2.0 - Assumptions
Section 3.0 - Methodologies
Section 4.0 - Tasks
Section 5.0 - Deliverables
Section 6.0 - Staffing Plan
Section 7.0 - Quality Management
Section 8.0 - Conflict of Interest
Section 9.0 - Project Budget

2.0 Assumptions

- SRA has made the following assumptions in developing this work plan and budget ***submitted on September 19, 2011.***
- ~~50% of the formal CCC meetings will be held in Pittsfield and 50% will be held in southern Berkshire County (likely Great Barrington, MA). The informal CCC meetings will be held in Pittsfield, MA. The CT Subcommittee meetings will be held in Connecticut, in a location near the Housatonic River.~~
- ~~Eight to ten meetings are scheduled to take place during the period of performance. The meetings will last 2 to 2 and 1/5 hours.~~
- ***Facilitate up to nine two-day meetings depending on LOE required.***
- ***The meetings are expected to occur between September, 2011 and January 2012.***

- ***Four, two day meeting will take place in Boston, Springfield, Pittsfield, and Westboro, MA among the agencies for agency deliberation.***
- ***In addition to the four, two day meetings, various 1 to 2 hour conference calls and individual coordination with agency leads will also take place. Shorter meetings will be in person in Boston or via phone.***
- Travel costs for the service provider will be paid through this Task Order.
- The budget includes development of the work plan but ~~does not include the final report~~ ***and monthly task order management for up to 12 (twelve) months.***
- Travel costs for the service provider will be paid through this Task Order.
- This Task Order can be modified to change the scope of work or add funding.

3.0 Project Methodology and Approach

The proposed methodology and approach consists of the following:

- To support this Task Order, SRA has selected a facilitation team from the Consensus Building Institute (CBI).
- SRA and the Consensus Building Institute (the SRA Team) will not interpret EPA policy on behalf of the EPA nor make decisions on items of policy, regulation or statutes. The SRA Team also will not take a stand on the merits of substantive items under discussion.
- The SRA Team will perform in accordance with generally acceptable norms and ethical procedures of the mediation profession.
- The SRA Team will approach this task in accordance with the terms of the basic contract.
- In gathering information or performing research with parties outside the EPA, SRA Team members will identify themselves as contractors to EPA and not as EPA employees.

As prime contractor, SRA will support this Task Order through the following activities:

- SRA will provide monthly progress reports by the 15th of each month, ***and provide breakdown of tasks and financial activities.***
- The SRA Task Manager will communicate and coordinate with the EPA TOPO by phone as needed.
- SRA will coordinate with the subcontractor, CBI.
- SRA will incorporate the principles of Quality Management while carrying out this task.
- All deliverables will be provided in electronic format (as agreed to by the TOPO) to the EPA TOPO.
- ***SRA will track costs related to nine (9) additional meetings separately from the existing task related to the facilitation of the CCC meetings.***
- SRA WILL NOTIFY THE EPA PROJECT DIRECTOR AND PROGRAM OFFICE CONTACT WHEN 85% OF THE FUNDS PROVIDED HAVE BEEN EXPENDED OR WHEN FUNDING FOR LESS THAN 6 WEEKS WORK REMAINS.

4.0 Work Tasks

Task 0. Task Assignment Management

In accordance with proper contract implementation, the SRA and CBI will ensure effective management of the resources and deliverables required by EPA. Specifically, the SRA Task Manager for this will:

- Ensure that all technical direction received falls into the scope of work, prior to initiating any action;
- Ensure completion and maintain copies of all contract transmittals and deliverables;
- Assist in resource planning, and manage the budget and hours on a weekly basis to ensure accurate and effective financial tracking;
- Oversee subcontractor activities through regular and periodic conversations with CBI to ensure effective performance;
- Ensure that monthly progress and financial reports accurately record the level of effort expended, clearly articulate the work completed and work planned for the subsequent month, clarify any lagging subcontractor costs, and identify any problems encountered and activities to address them; and
- Speak regularly with the EPA TOPO to review the status of the work and go over the monthly technical and financial progress reports.

As requested by the TOPO and/or EPA's Conflict Prevention and Resolution Center, dispute resolution professional will provide information for EPA's ADR and contract tracking systems. Provided that EPA makes the request while the period of performance is open and task order funding is available, dispute resolution professionals working under this Task Order will complete EPA ADR evaluation system questionnaires and provide information necessary to administer questionnaires to participants in ADR processes (e.g., contact information for parties). Dispute resolution professionals will contribute to or conduct all or parts of an evaluation of the case according to EPA case or meeting evaluation protocols. As requested by the TOPO, SRA Team members will participate in a post-process debriefing with EPA officials, including the PO, TOPO and Technical Directive and relevant EPA management, to discuss lessons learned and next steps.

Deliverable

0-1 Monthly Progress Reports

Due Date

15th of each month

Transmittal

0-2 ADR Evaluation Questionnaires

Due Date

TBD by TOPO

Task 1. Workplan and Budget Preparation and Project Administration

The SRA Team has developed this Work Plan to provide a detailed explanation of all activities associated with and a proposed approach for completing each of the defined tasks. The SRA Team also has identified the transmittals and deliverables and their associated due dates. The SRA Team has developed and included a detailed budget, including a breakout of labor hours and other direct costs. SRA will deliver the work plan to the EPA TOPO within 10 working days of SRA's receipt of the Task Order.

Deliverable

1-1 Workplan

1-1a Revised Work Plan

Due Date

March 5, 2009

September 19, 2011

Task 2. Selection of Dispute Resolution Professional

This work is follow on from a previous process, so SRA has selected the CBI to continue work on the project, as per the request of the parties. If a new facilitator is requested or the current facilitator cannot for some reason fulfill this commitment, SRA will select a new dispute resolution professional to act as convener/facilitator for this proceeding in consultation with the Project Officer (PO) and Task Order Project Officer (TOPO).

Task 3. ADR Support

SRA Team members Patrick Field and Kate Harvey **Elizabeth Fierman** of CBI will provide facilitation **for up to an additional nine (9) CCC meetings. Patrick Field and an associate or administrative level for note taking will provide**, - consultation, public participation, conflict analysis, dispute avoidance and dispute resolution services to Headquarters and Regional staff and private parties. This **Both efforts** may include developing and supplying materials, making logistical arrangements for the requested activity, facilitating meetings and providing meeting summaries. The SRA Team may provide services telephonically or electronically and will travel to regional and state offices, communities and the GE-Pittsfield/Housatonic river site to do the work. The services will be provided in a manner consistent with the process and controls as described in the task order. This includes production of a summary of work at the conclusion of the proceedings. Specific activities may include, but are not limited to the following:

1. ~~The TOPO expects to have 8 to 10 meetings per year, as described above, during this task order period of performance.~~ **Facilitating up to nine (9) meetings of the State and Federal agencies. The meetings are expected to occur between September, 2011 and January 2012.** The SRA Team will facilitate all plenary and small meetings and assist participants in articulating their interests and concerns. Note that the purpose of the CCC is NOT to reach consensus on issues, rather to facilitate an exchange of information. As facilitator, SRA Team members will keep the parties talking, listening, and moving--as much as possible-- towards the goal of the process. **THE FACILITATOR WILL NOT TAKE A POSITION ON THE MERITS NOR RECOMMEND TO THE PARTIES WHAT THE SUBSTANTIVE RESOLUTION OF AN ISSUE SHOULD BE.**
2. **Preparation time for the facilitator/mediator to review project documents, help prepare a work plan and roles and responsibilities, and assist with development of a non-disclosure agreement.**
3. **Facilitating 4, 2 day meetings for interagency deliberations on the Rest of River and associated in-between conference calls and coordination calls of 1 to 2 hours in duration, plus individual calls with technical leads for coordination.**
4. The facilitator will periodically update EPA's CIC and TOPO on items of concern from the CCC.
5. The facilitator will provide a draft agenda to the PO, TOPO and the CIC prior to each formal meeting. The facilitator will consult with EPA and all other appropriate parties in

drafting an agenda. Upon receipt and incorporation of TOPO/CIC comments, the facilitator will distribute the final agenda to the PO, TOPO, meeting members and other participants.

6. The facilitator will communicate as necessary in person, by phone, or in writing, with meeting members of the CCC and other participants between meetings to ensure that issues and concerns have been communicated accurately and that meeting members are adequately prepared for the next meeting. The facilitator will keep confidential that information which parties specify as confidential.
7. The facilitator will provide draft meeting summaries to the EPA TOPO and EPA CIC. Upon receipt and incorporation of EPA comments, the facilitator will distribute final meeting summaries to the EPA PO, TOPO, CIC and meeting participants and other interested parties.
8. The facilitator will provide meeting facilities, equipment, supplies and support for all meetings. EPA may also provide equipment (projectors, screens), if available.
9. The facilitator will conduct a brief process evaluation (an annual evaluation) with the CCC members. The facilitator will provide a brief summary of the proposed evaluation process to the TOPO and CIC for review prior to conducting the evaluation.

TRANSMITTALS

3-1, Draft Meeting Agenda
3-2, Final Meeting Agenda
3-3, Draft Meeting Summary
3-4, Final Meeting Summary

DATE

2 weeks before meeting
1 week before meeting
1 week after meeting
1 week from receipt of comments

Task 4. Final Report

The SRA Team will furnish a draft final report of the effort to the PO and TOPO. ***The draft and final report will be stamped "Confidential".*** The contents will include:

- (a) A one page or shorter description of the project that describes the nature of the project, the parties, the process and the outcomes.
- (b) Final meeting summaries with relevant and necessary attachments, including lists of participants;
- (c) A short process evaluation by the facilitator summarizing procedural lessons learned and recommendation for improvements.
- (d) Results of the evaluation conducted with the parties.

The PO and TOPO will review the draft final report and provide comments and revisions as necessary. The SRA Team will prepare the final report incorporating their comments and revisions. The SRA Team will provide 1 copy of the final report to the Project Officer and two copies to the Task Order Project Officer. The final report may be transmitted in electronic form rather than in hard copy if the Task Order Project Officer agrees.

Transmittals and Deliverables	Due Date	Type
4-1, Draft Final Report of Process	4 Weeks prior to end of POP	Transmittal
4-2, Final Report of Process	2 weeks after receipt of comment	<i>Deliverable</i>
4-3, ADR Evaluation Questionnaires	2 weeks after receipt	<i>Deliverable</i>
<i>4-4, Draft Final Report of Dialogue Process*</i>	<i>30 days after final meeting</i>	<i>Transmittal</i>
<i>4-5, Final Report of Dialogue Process*</i>	<i>14 days after receipt of EPA comments</i>	<i>Deliverable</i>

****These reports will be marked CONFIDENTIAL.***

5.0 Reports, Transmittals and Deliverables

Schedule

Transmittals and Deliverables	Due No Later Than	Type:
0-1, Monthly Progress Reports	15 th of each month	<i>Deliverable</i>
0-2, ADR Evaluation Questionnaires	TBD by TOPO	Transmittal
1-1, Work plan	March 5, 2009	<i>Deliverable</i>
<i>1-1a, Revised Work Plan</i>	<i>September 19, 2011</i>	<i>Deliverable</i>
3-1, Draft Meeting Agendas	2 weeks before meeting	Transmittal
3-2, Final Meeting Agendas	1 weeks before meeting	Transmittal
3-3, Final Meeting Agendas	1 weeks before meeting	Transmittal
3-4, Final Meeting Summaries	2 weeks after meeting	Transmittal
4-1, Draft Final Report of Process	4 weeks prior to end of POP	Transmittal
4-2, Final Report of Process	2 weeks after receipt of comment	Deliverable
<i>4-4, Draft Final Report of Dialogue Process*</i>	<i>30 days after final meeting</i>	<i>Transmittal</i>
<i>4-5, Final Report of Dialogue Process*</i>	<i>14 days after receipt of EPA comments</i>	<i>Deliverable</i>

****These reports will be marked CONFIDENTIAL.***

6.0 Staffing Plan

This task order will be staffed as follows:

Team Member Name	Labor Category	Role in the Project
Mary Apostolico SRA International	Program Manager	Overall Contract Management, Quality Assurance

Terry Woodside SRA International Lena Thorpe	Scientific/Technical Analyst Level 4 Task Order Manager	Task Management Overall Task Order Management AME Administrator
Patrick Field CBI	Dispute Resolution Professional Level 3	Facilitator
Kate Harvey Elizabeth Fierman	Dispute Resolution Professional Level 1	Facilitator

7.0 Quality Management

As part of its quality assurance practices, SRA will:

- Review this Work Plan with the EPA TOPO, as requested by the TOPO;
- Meet or hold conference calls regularly with the TOPO to review progress; and
- Speak regularly with the subcontractor to receive project status updates.

In addition, all work on this Task Order will be performed in accordance with SRA's strict quality assurance practices, including but not limited to:

- Completing a QA checklist in coordination with the EPA TOPO to establish the basic QA protocols for this task order;
- Performing quality control on all deliverables so identified in the QA checklist.
- Incorporating quality management principles and processes into the development of the required transmittals, deliverables, and the consulting services offered.

8.0 Conflict of Interest

Based on our review and understanding of the legal requirements of this work, SRA certifies that no real, apparent, or potential organizational or individual conflict of interest exists with this assignment, based on previous or ongoing work, or other potential conflicts.

9.0 Project Budget

The budget for this task is provided as Attachment 1.

Systems Research and Applications Corporation
Contract No. EP-W-09-011
Task Order No. 003 - Rev 1
Period of Performance: Award through 04 February 2013
Date Prepared: 16 September 2011

Title: Meeting Design Facilitaton for GE-Pittsfield/Housatonic River Site

<u>Category</u>	<u>Rate</u>	<u>Hours</u>	<u>Cost</u>
<u>Dispute Resolution Prof - Level 3</u>			
CBI (Consensus Building Institute)			
<u>Program Manager</u>			
SRA			
<u>Administrative/Clerical/Tech Support</u>			
SRA			
CBI (Consensus Building Institute)			
TOTAL LOE			
<u>Subcontractor ODCs</u>			
<u>CBI (Consensus Building Institute)</u>			
Long Distance Travel (incl. Subcontractor Handling Fee)			
Total Subcontractor ODCs			
Total Time & Material (T&M) Cost			\$60,017.25

SRA PROPRIETARY DATA

Use or Disclosure of this Data is Subject to the Restrictions on the Title Page of this Quotation